



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed November 14, 2022

Mark X. Mullin
United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re:)	Chapter 11
)	
FORE MACHINE, LLC, <i>et al.</i> , ¹)	Case No. 22-40487
)	
Debtors.)	(Jointly Administered)
)	

**ORDER APPROVING AMENDED FIRST AND FINAL FEE APPLICATION OF
WINSTON & STRAWN LLP AS COUNSEL TO THE DEBTORS AND
DEBTORS IN POSSESSION**

Upon consideration of the amended first and final fee application² of Winston & Strawn LLP (“Winston”) in the above-captioned chapter 11 cases (the “Filed Application”) [Docket No.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Fore Machine, LLC (1850), Fore Aero Holdings, LLC (2671), Fore Capital Holding, LLC (2920), and Aero Components, LLC (8616). The service address for Fore Aero Holdings, LLC, Fore Machine, LLC, and Fore Capital Holding, LLC is: c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602. The service address for Aero Components, LLC is 5124 Kaltenbrun Rd., Fort Worth, Texas 76119.

² Capitalized terms used but not defined herein shall have the meaning stated in the Application.

627] for the allowance of compensation and reimbursement of expenses, and the oral motion (the “Oral Motion”) made on the record by Winston at the hearing on the Application for the allowance of compensation (together with the Filed Application, the “Application”), and it appearing to the Court that all of the requirements of, as applicable, of sections 327, 328, and 330 of the United States Code, 11 U.S.C. §§101-1532, *et seq.* (the “Bankruptcy Code”), as well as Rule 2016(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2016-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas (the “Local Bankruptcy Rules”) have been satisfied; and it further appearing that the expenses incurred by Winston were reasonable and necessary; and that notice of the Application was sufficient under the circumstances; and it appearing that no other or further notice is required; and it appearing that this Court has jurisdiction to consider the Application in accordance with 28 U.S.C. §§157 and 1334; and it appearing that this is a core proceeding pursuant to 28 U.S.C. §157(b)(2); and it appearing that the venue of this proceeding and this Application is proper pursuant to 28 U.S.C. §§1408 and 1409; and after due deliberation and sufficient good cause appearing therefor; it is hereby:

ORDERED, that the Application is hereby APPROVED on a final basis; and it is further

ORDERED, that total fees of Winston are allowed on a final basis in the amount of \$2,305,911.25; and it is further

ORDERED, that total expenses of Winston are allowed on a final basis in the amount of \$43,908.76; and it is further

ORDERED, that total compensation of Winston is allowed on a final basis in the amount of \$2,349,820.01 (the “Total Allowed Compensation”); and it is further

ORDERED, that the remaining balance due and owing to Winston on account of the Total Allowed Compensation after reduction on account of amounts previously paid by the Debtors is \$943,654.01 (the “Unpaid Total Allowed Compensation”); and it is further

ORDERED, that Winston is authorized to apply the remaining \$10,000.00 of its retainer balance toward the Unpaid Total Allowed Compensation; and it is further

ORDERED, that none of Fore Aero Holdings, LLC, Fore Machine, LLC or Fore Capital Holding, LLC (collectively, the “Liquidating Debtors”) shall have any liability for all or any portion of the Unpaid Total Allowed Compensation; and it is further

ORDERED, that, notwithstanding the amount of the Unpaid Total Allowed Compensation, the liability of Aero Components, LLC (“Aero”) on account of the Unpaid Total Allowed Compensation is limited to \$856,653.00 (the “Aero Unpaid Total Allowed Compensation Liability”); and it is further

ORDERED, that Aero is directed to pay Winston \$675,000.00 of the Aero Unpaid Total Allowed Compensation Liability on or before December 31, 2022; and it is further

ORDERED, that Aero is directed to pay Winston the remaining \$181,653.00 of the Aero Unpaid Total Allowed Compensation Liability on or before January 31, 2023; and it is further

ORDERED, that no entity or person can be subrogated or otherwise become entitled to all or any portion of Winston’s Total Allowed Compensation meaning that no entity or person other than Winston can ever claim that Aero or the Liquidating Debtors owe them money as a result of Winston’s Total Allowed Compensation; and it is further

ORDERED, that Aero is authorized to remit payment to Winston in the amounts set forth herein pursuant to the terms of this Order; and it is further

ORDERED, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED, that this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

###END OF ORDER###

Submitted by:
WINSTON & STRAWN LLP

Katherine A. Preston (TX Bar No. 24088255)
800 Capitol St., Suite 2400
Houston, Texas 77002
Telephone: (713) 651-2600
Facsimile: (713) 651-2700
Email: kpreston@winston.com

and

Timothy W. Walsh (admitted *pro hac vice*)
James T. Bentley (admitted *pro hac vice*)
Emma Fleming (admitted *pro hac vice*)
200 Park Avenue
New York, New York 10166
Telephone: (212) 294-6700
Facsimile: (212) 294-4700
Email: twwalsh@winston.com
Email: jbentley@winston.com
Email: efleming@winston.com

Counsel for Debtors and Debtors-in-Possession